

OGC 73-1739
14 September 1973

OGC REVIEW
COMPLETED

MEMORANDUM FOR THE RECORD

SUBJECT: Termination Secrecy Agreement -- [redacted]

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ATINTL 1. [redacted] DS) called to request the opinion of this Office on a memorandum that subject employee had written regarding his interpretation of the Termination Secrecy Agreement. In my discussions with Mr. [redacted] he claimed that [redacted]

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written on his retirement and that [redacted] had agreed with.

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2. The memorandum that Mr. [redacted] has written appears almost identical to that written by [redacted]. The only exception being that of Mr. [redacted]'s reference to his new job. Apparently, this Office sees no legal objection to the philosophy stated in the memorandum or the method of stating that philosophy. (OGC 73-1204 dtd 29 Jun 73).

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3. In discussing the situation with [redacted] I assured him that he had every right to make his interpretation a matter of record; however, I noted that paragraph 3 on the Termination Secrecy Agreement is identical with that of the Entrance On Duty Secrecy Agreement. I agreed with him that paragraph 3 was broad, but I thought it was certainly within the legal bounds of the Director's responsibility (particularly those for protection of intelligence sources and methods from unauthorized disclosure). I told Mr. [redacted] that I thought it unwise to try to speculate on any interpretation that a court might give the paragraph as their decision would depend somewhat on the facts of the particular case.

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4. Attached is the memorandum dated 14 September 1973 that Mr. [redacted] prepared. He asked how he should sign the Termination Secrecy Agreement and I suggested that he could sign with the notation recording the existence of his memorandum.

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Office of General Counsel

Att.

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OGC:[redacted]

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Original - SECURITY
1 - [redacted] Signer
1 - Chrono

14 September 1973

MEMORANDUM FOR THE GENERAL COUNSEL

SUBJECT: Termination Security Agreement

1. In connection with processing for resignation, I will be called upon to sign the termination security agreement presented to me. I intend to sign it, but I would like to take this occasion to clarify the meaning of that agreement to me, especially with regard to paragraph three.

2. In its broadest interpretation, this agreement would prevent me as an individual and a citizen from making any statement whatsoever upon the role of intelligence in foreign policy making, a subject which I will have to address in general terms in my new job on the staff of [redacted] STATINTL STATINTL

[redacted] It also would, in its broadest interpretation, prevent me from expressing views on international relations.

3. I reject the broad interpretation which I have noted above. I must, as a citizen and an individual, reserve my right to write or make statements upon the role of intelligence and upon international relations, and I hereby do so.

4. This is not to say that I will cite classified sources in doing so. I have, in my years with this agency, exercised extreme care in all security matters, and I am well aware of the dangers to intelligence sources of thoughtless and politically-motivated disclosure. Indeed there have been far too many of these by political appointees of this government. But I also have had and will continue to have a keen interest in the future of intelligence as such and in the development of international affairs generally, and I must reserve my right to address them so long as I do not disclose or compromise intelligence sources or methods.

5. I would, of course, be in touch with appropriate agency officials should occasions arise in which I make any public statement and in which there would be any question of disclosure.

[redacted]
Office of National Estimates